

# THE LOREE LAW FIRM

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PHILIP J. LOREE JR

May 2, 2022

**VIA ECF and EMAIL**

Hon. Katherine Polk Failla  
United States District Judge  
United States District Court  
Southern District of New York  
Thurgood Marshall  
United States Courthouse  
40 Foley Square, Room 2103  
New York, NY 10007  
[Failla\\_NYSDChambers@nysd.uscourts.gov](mailto:Failla_NYSDChambers@nysd.uscourts.gov)

**Re: Geo-Group Communications, Inc. (“GCI”) v. Shah, et. al., No. 15 Civ. 1756 (KPF) Letter Motion Seeking an Order Unsealing Settlement Agreement in Anticipation of GCI’s Application to Enforce Settlement Agreement**

Dear Judge Failla:

We represent plaintiff Geo-Group Communications, Inc. (“GCI”) in the referenced matter.

GCI respectfully requests that the Court unseal the settlement agreement (the “Settlement Agreement”) between (a) GCI; and (b) defendant Vipin Shah (“V. Shah”) and V. Shah’s spouse, Nayana Shah (“N. Shah”) (collectively the “Shahs”) so that GCI may make an application to the Court to enforce the Settlement Agreement. That letter motion will request the Court to enforce the Settlement Agreement either by granting GCI the relief to be requested in that application or, in the alternative, by scheduling a telephonic or in-person conference to discuss GCI filing a formal motion for that relief according to a briefing schedule to be set by the Court.

**Background**

The Court has retained jurisdiction over the Settlement Agreement, which is currently filed under seal, but which the Court has ordered “to be unsealed in the event either party asks the Court to enforce the agreement.” (See Dk. 330 at ¶¶ 2 & 5 & p. 4 of 4)

A dispute has arisen concerning the Settlement Agreement, which GCI can describe, without revealing the substance of the Settlement, as concerning the Shahs’ failure provide to GCI certain specific items and refusing to conduct the due diligence expressly required by the Agreement to ensure that the Shahs have provided (or will provide) to GCI all other items required by the Agreement.

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GCI has devoted considerable resources to an effort to resolve without Court intervention the disputes that have arisen concerning the performance of the Settlement Agreement. These efforts include voluminous correspondence, a formal telephonic meet and confer at which GCI's Govind Vanjani, Shomik Ghosh, and Rishi Bandhari participated; GCI's making on April 4, 2022, of a detailed written proposal; and a further "lawyers only" meet and confer followed by more lawyer-to-lawyer telephonic communication.

On April 21, 2022, the Shahs' counsel of record, Shomik Ghosh, emailed me stating that "Rishi [Shomik's partner] has an arbitration this week and we have not yet had a chance to substantially connect. I am hopeful we will be able to talk today, but just wanted to let you know it's a top agenda item and we will be in touch by Monday [April 25, 2022] *latest*." (emphasis added). (See Ex. A.)

But April 25, 2022, came and went, we heard nothing further from the Shahs' counsel, and it became clear to GCI that the Shahs were, regretfully, not interested in a negotiated resolution of this matter. Accordingly, on May 1, 2022, GCI emailed Shomik, withdrew its April 4, 2022, proposal, advised Shomik of their renewed intention to seek Court intervention, and requested that they advise by close of business May 2, 2022, whether they would consent to the Court unsealing the Settlement Agreement so that GCI could move to enforce it. (See Ex. B.)

This morning we received an email from Shomik's partner, Rishi Bhandari, stating that "I'm surprised by your email below[,] and stating "in any event Shomik just changed firms and Friday was his last day at Mandel Bhandari. He is going to be handling the case with his new firm and will get a substitution of counsel form on file soon." (See Ex. C.)

GCI promptly responded, saying "Rishi, I don't see why you're surprised – read the email correspondence." (See Ex. D.) "In any event," we said, "nobody informed us of these changed circumstances and nobody has informed the Court, which is something that should have done long before Shomik left the firm." (See Ex. D.) Mr. Ghosh was copied on this email correspondence via his Gmail email account. (See Exs. C & D.) We repeated our request that the Shahs inform us of whether they will consent to the Court unsealing the Settlement Agreement, and they have yet to respond to that request.

In light of these circumstances, GCI has no choice but to move the Court for relief.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Philip J. Loree Jr.", with a stylized flourish at the end.

Philip J. Loree Jr.

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cc: All Counsel of Record via ECF  
Mr. Govind Vanjani (by email)  
Shomik Ghosh, Esq. (by ECF and email (to his Gmail account))  
Rishi Bhandari, Esq. (by email)  
Pro se Party Mahendra Shah (by email and ECF)